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VIA ECF AND FACSIMILE

Honorable George B. Daniels, U.S.D.J.
United States Courthouse
500 Pearl Street
Room 630
New York, NY 10007-1312

Re: NovaSparks SA v. Enyx FPGA, Inc. et al., Civ. Action No. 17-cv-7745-GBD-HBP

Dear Judge Daniels:

Our firm represents Defendants EnyxFPGA, Inc. and Enyx SA (collectively “Enyx”), in the above captioned matter. Enyx respectfully requests permission from the court to file a motion under seal. Specifically, Enyx intends to file a motion to dismiss and/or stay the above-referenced proceedings, based on the existence of mandatory forum selection clauses contained in agreements between the parties or their employees that require all disputes related to the agreements to be raised in the courts of France. Enyx requests permission to file the memorandum in support of this motion, and the exhibits thereto, under seal. Enyx contacted Plaintiff NovaSparks prior to filing this letter, and NovaSparks has consented to Enyx’s request to file under seal.

Enyx intends to explain in their memorandum in support of the motion how Plaintiff’s trade secret claims, as outlined in Plaintiff’s interrogatory responses and complaints, are barred, either in whole or in part, by a 2013 Settlement Agreement between Enyx and Plaintiff. Enyx’s memorandum will map Plaintiff’s trade secret, patent ownership and patent inventorship claims, as outlined in Plaintiff’s Complaint and interrogatory responses, to the agreements between the parties that are subject to mandatory forum selection clauses. The memorandum will explain why Plaintiff’s trade secret claims cannot be brought in this court, at least until a French court determines the scope of the 2013 Settlement Agreement, whether it bars Plaintiff’s claims, and/or whether it has been breached by Enyx as alleged by Plaintiff. The memorandum will

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further explain how an earlier-filed pending parallel proceeding between the parties in France will likely resolve all or nearly all of the issues raised in this action.

The memorandum will discuss multiple documents that contain confidential information, including:

1. A January 9, 2013 Settlement Agreement between the parties that NovaSparks contends was breached and which contains a confidentiality clause and a mandatory forum selection clause;
2. An October 27, 2009 agreement between the named inventor of Enyx's patents and NovaSparks that contains a forum selection clause;
3. A 2011 agreement between one of the founders of Enyx and plaintiff NovaSparks discussing the terms under which his employment with NovaSparks would end; and
4. Interrogatory responses provided by Plaintiff NovaSparks that purport to discuss NovaSparks' theories of trade secret misappropriation, and which NovaSparks has designated as Confidential, pending the entry of a Protective Order.

For these reasons, Enyx requests the Court's permission to file its memorandum in support of its motion to dismiss and /or stay, and the supporting declaration and exhibits thereto, under seal.

Respectfully submitted,

/s Michael E. Anderson

Michael E. Anderson

cc: Kenneth J. Sheehan
Peter Sullivan
Erik Huestis
Melissa Stewart

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